

**MEMORANDUM OF UNDERSTANDING**

**Between**

**SANTA BARBARA COUNTY DEPARTMENT OF BEHAVIORAL WELLNESS**

**And**

**SANTA BARBARA COUNTY DEPARTMENT OF SOCIAL SERVICES**

**For**

**SPECIALTY MENTAL HEALTH SERVICES FOR CHILD WELFARE SERVICES CHILDREN AND YOUTH**

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## I. PURPOSE

This Memorandum of Understanding (MOU) is hereby entered into between the County of Santa Barbara Department of Behavioral Wellness (hereafter "Behavioral Wellness") and the Santa Barbara County Department of Social Services (hereafter "DSS").

The general purpose of this MOU is to describe the assessment and mental health services to be rendered by Behavioral Wellness to the DSS Child Welfare Services (CWS) Program, and associated cost and reimbursement procedures during each Santa Barbara County fiscal year beginning July 1, 2018.

This MOU supersedes all prior CWS MOUs between Behavioral Wellness and DSS to provide the following mental health services as described within this MOU to those under the age of 21 who are eligible for full scope Medi-Cal services and who meet the medical necessity criteria for Specialty Mental Health Services.

## II. RECITALS

**Whereas**, in 2011 the State of California Department of Social Services (CDSS) implemented requirements from the *Katie A. et al v. Bonta* Settlement Agreement to ensure children in foster care not only gain access to necessary services, but also to ensure integrated and collaborative service delivery, for the engagement and partnership with children, youth, and families effectively meeting the complex needs of children and families involved in multiple government funded service organizations;

**Whereas**, on October 11, 2015, California Governor Edmund G. Brown signed legislation that comprehensively reformed the placement and treatment options for youth in foster care, in Assembly Bill (AB) 403, known as The Continuum of Care Reform Act (CCR);

**Whereas**, CCR legislation builds on the Katie A. Settlement Agreement core values and expected practices and provides the statutory and policy framework to ensure services and supports provided to every child or youth and his or her family achieve the goals of developing and maintaining a stable, permanent family;

**Whereas**, CDSS leads the CCR effort to improve the outcomes for youth in foster care; and

**Whereas**, the Integrated Core Practice Model calls for an expanded partnership between Behavioral Wellness, DSS, and community partners to improve delivery of timely, effective, and integrated services to children, youth, and families.

**Now, Therefore**, Behavioral Wellness and DSS agree it is in the mutual interest of both parties to provide a collaborative continuum of integrated specialty mental health services; and

To this end, DSS will provide funding for services rendered by Behavioral Wellness to DSS clients as specified herein;

In consideration of the mutual understanding herein, the parties agree as follows:

### III. TARGET POPULATION

Children and youth over 6 years of age and under 21 years old, who are Medi-Cal eligible, who have an open case with CWS, and who are referred by DSS to Behavioral Wellness for mental health services.

### IV. OBJECTIVES

A. In alignment with the Integrated Core Practice Model (ICPM):

- i. Facilitates the provision of an array of services delivered in a coordinated, comprehensive, community-based fashion that combines service access, planning, delivery, and transition into a coherent and all-inclusive approach;
- ii. Supports the development and delivery of a service structure and a fiscal system that supports a core practices and services model, as described in the previous bullet;
- iii. Address the need for children and youth with more intensive needs to receive medically necessary mental health services in the child's or youth's own home, a family setting, or the most homelike setting appropriate to the child's or youth's needs, in order to facilitate reunification, and to meet the child's or youth's needs for safety, permanence, and well-being;
- iv. Utilizes the ICPM principles and components, including:
  - a. Strong engagement with, and participation of, the child/youth and the family;
  - b. Focus on the identification of child/youth and family needs and strengths when assessing and planning services;
  - c. Teaming across formal and informal support systems; and
  - d. Use of Child and Family Teams (CFTs) to identify strengths and needs, make plans and track progress, and provide intensive home-based services;
- v. Assists, supports, and encourages each eligible child/youth to achieve and maintain the highest possible level of health, well-being, and self-sufficiency;
- vi. Reduces timelines to permanency and lengths of stay within the child welfare system; and
- vii. Reduces reliance on congregate care.

### V. SERVICES

A. **BEHAVIORAL WELLNESS RESPONSIBILITIES** - Behavioral Wellness shall provide two (2.0) Full Time Equivalent (FTE) Therapists who shall be licensed/waivered/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254 to provide the following services pursuant to AB 403 (Stone, Chapter 773, Statutes of 2015) for all CWS referrals, unless otherwise approved by Behavioral Wellness and DSS in writing:

- i. Respond to CWS referrals for all Medi-Cal eligible children who have an open case with CWS and conduct an initial or comprehensive assessment within ten (10) business days for each child/youth referred by DSS to determine Katie A. non-class, class and sub-class for timely and appropriate access to specialty care mental health services.
- ii. Conduct the Child and Adolescent Needs and Strengths (CANS) for children and youth ages 6-21 for all CWS referrals within ten (10) days of receipt of the CWS referral, and then every six months following administration, and at the end of treatment. Send to DSS, upon completion of a CANS, the following:
  - a. A Katie A. report summarizing the assessment; and
  - b. Completed CANS with an accompanying Release of Information.
- iii. Conduct a CANS reassessment for children/youth still needing services after 12 months from initial or prior assessment if the CANS is not completed by the contracted service provider.
- iv. Provide the following documents and reports:
  - a. Provide an initial summary of Katie A. reports to DSS within thirty (30) days and comprehensive summary report on a quarterly basis; and
  - b. Track data for Katie A. class and subclass youth.
- v. Once the assessment is complete and the level of care determined, clients will either be referred to:
  - a. A Pathways to Well Being program provided by a Behavioral Wellness contracted provider for mild to moderate services, in which Pathways to Well Being staff will complete the following:
    - 1. Complete a full comprehensive assessment;
    - 2. Treatment Plan; and
    - 3. Submit to DSS subsequent Katie A. report (due quarterly).

Or
  - b. Referred to Behavioral Wellness for internal services; or
  - c. Referred for Intensive In-Home (IIH) services program provided by a Behavioral Wellness contracted provider;
  - d. Services identified under Section V.A.v. are for CWS Medi-Cal beneficiaries who meet all of the following:
    - 1. Have an open case with CWS and who are not residing in foster care, or who are residing in foster placement or residential placement;

2. Meet medical necessity and diagnosed as needing specialty mental health services as described in Title 9 CCR, Chapter 11; and
  3. Require mild or moderate levels of mental health care (Pathways to Well Being) or require moderate to severe levels of care (County or IIH services), as assessed based on County's outcomes and level of care instrument.
- e. As indicated by the CANS assessment, refer clients that meet criteria for moderate to severe levels of care, to:
  1. IIH services; or
  2. SB163/Wraparound Services; or
  3. SPIRIT Program.
- vi. Provide Intensive Care Coordination (ICC) services for children who meet the medical necessity criteria for Specialty Care Mental Health Services;
- vii. The assigned ongoing mental health professional will participate in the Child and Family Team (CFT) meetings.
- viii. Behavioral Wellness Quality Care Management (QCM) will authorize ongoing services for clients for the use of other Behavioral Wellness Community Based Organizations or mental health service providers.
- ix. The two mental health professionals will provide a comprehensive assessment to determine the need for Short Term Residential Therapeutic Program (STRTP) by level of care for clients referred by DSS prior to a client's placement in a STRTP, in accordance with admission criteria from Welfare and Institutions Code (WIC) section 4096 and 11462.01 (b) and as provided in Title 9 Code of California Regulations (CCR) section 1830.205 or 1830.210 and provide the following services:
  - a. Conduct the CANS assessment;
  - b. Complete the Treatment Plan;
  - c. If the client is an existing open Behavioral Wellness client, the current assigned practitioner will complete or update the assessment as needed to help determine the level of care for a STRTP placement;
  - d. The two practitioners will participate in the CFT meetings for children recommended for placement in STRTP;
  - e. When clients are not already opened or assigned to a Behavioral Wellness Practitioner, participate, as the county Mental Health Plan representative, in the Interagency Placement Committee meetings for placement approval in a STRTP rate classification Level (RCL) 13/14, in accordance with WIC section 4096, State of California Department of Social Services All County Letter (ACL) No. 16-65 and California Code, Family Code (FC) 7911.1;

- f. Authorize services as defined in Title 9, CCR and pursuant to AB 403 (Stone, Chapter 773, Statutes of 2015);
- g. Behavioral Wellness QCM Division may pre-authorize the following services when deemed medically necessary (on a case-by-case basis), upon client's placement into the facility (applicable to clients meeting sub-class and eligibility criteria):
  - 1. Therapeutic Behavioral Services;
  - 2. Intensive Home Based Services;
  - 3. Therapeutic Foster Care; and
  - 4. Intensive Care Coordination services.
- x. Behavioral Wellness will refer clients who do not meet medical necessity (no-class) to be linked to appropriate community resources and referred back to DSS.
- xi. Bill DSS for the net unreimbursed Medi-Cal costs of the actual cost of the two FTE Behavioral Wellness Therapists plus indirect costs, with the total amount being offset by any Behavioral Wellness Medi-Cal reimbursement through Federal Financial Participation (FFP).

## **B. DSS RESPONSIBILITIES**

- i. Fund up to the actual net unreimbursed Medi-Cal cost of two FTE Behavioral Wellness Therapists plus indirect costs, utilizing funding that is eligible for Federal Match;
- ii. Establish a referral process in collaboration with Behavioral Wellness to refer clients for assessments and re-assessments;
- iii. Establish a STRTP referral process;
  - a. Submit referral packet to Behavioral Wellness, with required Behavioral Wellness documentation for placement.
- iv. DSS will promptly notify Behavioral Wellness of a client's need for placement in an RCL level 13/14 Group Home or STRTP.
- v. First seek placement with an RCL level 13/14 Group Home or STRTP with an existing Behavioral Wellness contract and site certification. When not possible/appropriate or the programs will not accept placement, DSS will do the following:
  - a. Search for another appropriate RCL level 13/14 Group Home or STRTP willing to accept placement;
  - b. Work with Behavioral Wellness to establish a site certification and enter into a contract with the RCL level 13/14 Group Home or STRTP; and

- c. Communicate with Behavioral Wellness if the client will be presumptive transfer; in which case there will be no contract or site certification needed by Behavior Wellness.
- vi. DSS understands that Behavioral Wellness shall authorize the level of care, based on the CANS assessment to determine the specific services, the duration, and frequency of services for referred clients.

## **VI. ADDITIONAL TERMS AND CONDITIONS**

### **A. Confidentiality/Security of Records**

- i. **Mental Health Records.** Mental health records are Protected Health Information and are subject to all Federal and State confidentiality laws, including but not limited to WIC §5328; 42 Code of Federal Regulations (CFR) Part 2; 42 United States Code (U.S.C.) section 290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Both parties will comply with established County HIPAA protocols and requirements, and other applicable rules and regulations regarding Protected Health Information.
- ii. **Public Assistance Records.** No person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or client.
- iii. **Confidentiality.** Both Departments agree to respect the confidentiality rules of the information exchanged in recognition that the services outlined in this MOU are in support of and in compliance with the CWS service plan developed for the child and family.
- iv. DSS and Behavioral Wellness acknowledge that the services and claims are of a confidential nature. Staff reviewing medical records and handling claims will maintain the confidentiality of records. Confidentiality guidelines shall be consistent with all local, state, and federal requirements and mandates governing confidentiality and privacy rights, including the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act).
- v. Each party has a legal obligation to protect confidential data and Protected Client Information (PCI) in its possession, especially data and information concerning health, mental health, criminal and public assistance records. This information includes but is not limited to client name, address, social security number, date of birth, driver's license number, identification number, or any other information that identifies the individual. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The parties to this MOU shall keep all confidential information exchanged between them in the strictest confidence, in accordance with all federal and state laws and regulations.

- B. Timelines for Service Delivery.** Behavioral Wellness is committed to work in partnership with DSS to ensure adequate capacity of services to assist DSS in meeting its court mandated timelines. A protocol to establish these identified timelines will be developed within 10 days of the signing of this MOU.

- C. **Meetings.** The Directors of Behavioral Wellness and Department of Social Services or department designated designee agree to meet no less than once quarterly to address any concerns or issues that may arise in fulfilling the terms of this MOU. These meetings would be in addition to any other programmatic or case staffing meetings that would occur as part of the normal course of doing business.

## VII. DISPUTE RESOLUTION

Any dispute/disagreement between the two Departments arising from this MOU shall first be addressed and resolved at the lowest possible staff level between the appropriate departmental representatives. If the issue cannot be resolved at this level, it shall be elevated to the appropriate Program Managers or Financial Officers representing the two departments. If the issue cannot be resolved at this level, it shall be elevated to the Behavioral Wellness Deputy Director of Administration and the DSS Deputy Director of Adult and Children Services to resolve the dispute or Department Directors if needed.

## VIII. AMENDMENTS

Should either Behavioral Wellness or DSS desire to revise or add provisions to this MOU, such changes shall be made a part of this MOU by written amendment upon approval in writing by the authorized representatives of both Departments.

## IX. TERMINATION

- A. **For Convenience.** Either party may terminate this MOU upon ninety (90) days' written notice to the other department. The Directors will meet and discuss possible termination of this MOU prior to issuing the notice to terminate.
- B. **For Nonappropriation of Funds.** In the event that no funds or insufficient funds are appropriated or budgeted by Federal, State or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this MOU, DSS shall immediately notify Behavioral Wellness of any proposal for termination. A meeting of the Department Directors will be convened before a decision is made to terminate all or any part of this MOU provided DSS furnishes written assurance that it will continue to pay for services provided to its clients during this meet and confer period. Subsequent to termination of services under this provision, the funding Department shall have no obligation to make payments with regard to the remainder of the term.

**X. TERM AND SIGNATURES**

This MOU shall become effective for upon signing by both Departments and shall continue in effect for subsequent fiscal years until terminated.



DATED \_\_\_\_\_

DATED \_\_\_\_\_

SANTA BARBARA COUNTY  
DEPARTMENT OF  
BEHAVIORAL WELLNESS

SANTA BARBARA COUNTY  
DEPARTMENT OF SOCIAL SERVICES



Alice Gleghorn, Ph.D., Director  
Department of Behavioral Wellness



Daniel Nielson, Director  
Department of Social Services

## **EXHIBIT B**

### **FINANCIAL PROVISIONS**

#### **I. BILLING PERIOD**

In order for Journal Entries (JE's) to post to the County's Financial Information Network in a timely manner before the end of any quarter, the fiscal year services provided by Behavioral Wellness described in this MOU shall consist of actual services delivered for the twelve months from June of the prior fiscal year through May of the current fiscal year.

#### **II. REIMBURSEMENT**

DSS agrees to reimburse Behavioral Wellness actual cost for direct and indirect costs incurred for the two FTE Behavioral Wellness Therapists, less any FFP revenue claimed to the State, for an estimated maximum in the amount of \$306,871 (\$171,463 is the estimated cost DSS is accountable for reimbursing Behavioral Wellness).

#### **III. PAYMENT MAXIMUMS**

- A. Behavioral Wellness charges to DSS shall be subject to the total dollar maximum in Exhibit B or the County Adopted Budget for each future fiscal year or as otherwise mutually agreed to in writing.
- B. The amounts in this MOU are informational only. The official annual fiscal year budget amounts for the services described in this MOU shall be represented by the Santa Barbara County budget development system "Service Change Request Forms", Attachment A agreed to by both Departments and made a part of the County Adopted Budget for each respective fiscal year.

#### **IV. INVOICING**

##### **A. Journal Entries**

- i. All invoicing and billing for services rendered under this MOU will be through quarterly JE.
- ii. DSS shall reimburse Behavioral Wellness quarterly based on actual costs or based on the Board of Supervisors approved published charges, whichever is less, less the amount of revenue generated for services rendered under this MOU.

##### **B. Payment Review Process**

- i. DSS will evaluate the quarterly JE submitted by Behavioral Wellness. If the cost for the service performed is determined to be satisfactory, payment processing will be initiated. DSS shall pay the quarterly JE for satisfactory work within thirty (30) days of submission. Any JE that has errors or omissions shall be immediately returned to Behavioral Wellness for correction and resubmission. Correction and resubmission shall be returned to DSS within ten (10) business days.

## EXHIBIT B

### FINANCIAL PROVISIONS

- ii. Behavioral Wellness shall furnish DSS such financial information necessary to determine the reasonable value of the services rendered. Failure of DSS to discover or object to any unsatisfactory work or billings, prior to payment, will not constitute a waiver of DSS's right to require the work or billing to be corrected.
- iii. Payment for services shall be made upon satisfactory performance, based upon the costs, expenses, overhead charges, and administrative indirect costs, as described in Exhibit B1 of the MOU. For fiscal year 18-19, administrative indirect costs will be billed quarterly at the lower of 20%, or the actual Indirect Cost Rate Proposal in effect for the given fiscal year (currently 18.91%). This amount may be revised for future fiscal years, based on actual costs but not to exceed 20%.
- iv. Invoices submitted to DSS for payment must contain sufficient detail and supporting documentation to enable an audit of the charges.

#### C. Children's RCL 13-14/STRTP Placements

1. The RCL 13-14/ STRTP facility will send invoices for client's mental health services to Behavioral Wellness.
2. Behavioral Wellness QCM will review the invoice and identify DSS clients.
3. Behavioral Wellness will reimburse the facility for specialty mental health services based on the Behavioral Wellness approved invoice.

D. If DSS requests services that are determined under Medi-Cal to not be specialty mental health services, Behavioral Wellness will bill DSS via a JE for the cost of these services quarterly. Invoices submitted to DSS for payment will be accompanied by a Behavioral Wellness Management Information System (MIS) report listing clients served by facility, cost charged by the facility, and any Medi-Cal revenue offsetting the costs. These mental health service costs are above and beyond the DSS not-to-exceed amount for Behavioral Wellness staff.

E. **Audits.** Behavioral Wellness is subject to Federal and/or State audits which may result in disallowance and/or denial of units of service/time. Audits typically occur 3-5 years after services are rendered.

DSS is responsible for all non-Medi-Cal services provided to CWS clients, including units of service/time that are disallowed due to a determination that the client is not Medi-Cal eligible, that the client does not meet medical necessity, and/or that the service is not a Medi-Cal service, through any audit process.

## **EXHIBIT B**

### **FINANCIAL PROVISIONS**

In the case of a State Short Doyle/Medi-Cal (SD/MC) audit, the State and County will perform a post-audit SD/MC settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, Behavioral Wellness will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with Behavioral Wellness. Behavioral Wellness shall issue an invoice to DSS for any amount due Behavioral Wellness after the Responsible Auditing Party issues an audit report. The amount on the Behavioral Wellness invoice is due by DSS to Behavioral Wellness thirty (30) calendar days from the date of the invoice.

**EXHIBIT B1**

**SCHEDULE OF RATES**

<b>Staff Classification</b>	<b>FTE</b>	<b>Salary and Benefits Cost</b>	<b>Annual Cost</b>
Practitioner I/Therapists: Licensed/waivered/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254:	2.0	\$127,863	\$255,726
Indirect cost (overhead and administrative costs associated with services) not to exceed 20%:	2.0	\$25,572.50	\$51,145
<b>Estimated Behavioral Wellness Medi-cal offsetting Revenue:</b>	<b>2.0</b>	<b>\$67,704</b>	<b>\$135,408</b>
<b>Estimated Net Cost for DSS CWS:</b>	<b>2.0</b>	<b>\$85,731.50</b>	<b>\$171,463</b>
<b>Subtotal Salaries and Benefits and indirect Cost:</b>	<b>2.0</b>	<b>\$153,435.50</b>	<b>\$306,871</b>